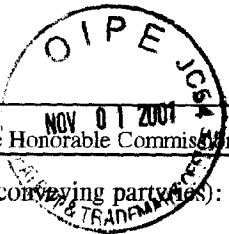


11-06-2001



R



EET

Attorney Docket No. 030773-130 (EDW)

To the Honorable Commissioner of Patents and Trademarks, Washington, DC 20514
101892713

1. Name of conveying party(ies):

Precision Funding, L.L.C.
748 Miller Drive, S.E.
Leesburg, Virginia 22075

11-101

- Individual(s)
- General Partnership
- Corporation - Virginia
- Association
- Limited Partnership

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: October 26, 2001

2. Name and address of receiving party(ies):

Name: Precision Tune Auto Care, Inc.

Address: 748 Miller Drive, S.E.
Leesburg, Virginia 22075

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Virginia
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit B and C

74145237

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bassam N. Ibrahim, Esquire

Address: Burns, Doane, Swecker & Mathis

Post Office Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

- Enclosed
- Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account)

11/06/2001 BYTME 00000036 74145237

01 FC:481 40.00 OP
02 FC:482 700.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bassam N. Ibrahim, Esquire
Name of Person Signing

11/01/2001
Date

Total number of pages including cover sheet, attachments, and document: 24

Trademarks Assigned (continued)

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
17.	[DESIGN]	1961557	74-579630
18.	[DESIGN]	1962872	74-579631
19.	[DESIGN]	1961558	74-579632
20.	[DESIGN]	1961559	74-579633
21.	[DESIGN]	1890199	74-529829
22.	PRECISION GUARD	(pending)	75-031827
23.	PRECISION TUNE PRECISION INFORMATION NETWORK	(published)	74-677479
24.	PRECISION TUNE AUTO CARE	(pending)	75-191634
25.	PRECISION CAR WASH	(pending)	75-174308
26.	PRECISION LUBE EXPRESS	(pending)	75-174314

1090364.2

EXHIBIT B

Trademarks Assigned by Subsidiary to Signet on November 12, 1997

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
1.	ACC-U-TUNE & BRAKE Logo	1669748	74-145237
2.	Miscellaneous Design (Oil & Lube Icon)	1962872	74-579631
3.	Miscellaneous Design (Fuel Injection Icon)	1961559	74-579633
4.	Miscellaneous Design (Maintenance Icon)	1961558	74-579632
5.	Miscellaneous Design (Diagnostics Icon)	1961557	74-579630
6.	Miscellaneous Design (Fluids Icon)	1961556	74-579629
7.	Miscellaneous Design (Brakes Icon)	1961555	74-579628
8.	Miscellaneous Design (Air Conditioning Icon)	1961554	74-579627
9.	Miscellaneous Design (Tune-Up Icon)	1961553	74-579626
10.	Miscellaneous Design	1890199	74-529829
11.	Miscellaneous Design	1272423	73-410996
12.	PRECISION AUTO WASH & DESIGN	2243179	75-191529
13.	PRECISION GUARD	2383504	75-031827
14.	PRECISION LUBE EXPRESS & DESIGN	2239299	75-174314
15.	PRECISION TUNE	1850888	74-240356
16.	PRECISION TUNE	1497068	73-535103
17.	PRECISION TUNE	1259155	73-381505
18.	PRECISION TUNE	1214325	73-178334
19.	PRECISION TUNE & DESIGN	1520139	73-709119
20.	PRECISION TUNE & DESIGN	1214326	73-179924
21.	PRECISION TUNE AUTO CARE & DESIGN	2125311	75-191634
22.	PT EXPRESS LUBE	1561389	73-779672
23.	RUN WITH PRECISION RUN WITH THE BEST	1637123	74-010227
24.	U CAN'T GET BETTER CARE ANYWHERE AT ANY PRICE !	1714176	74-194727
25.	PRECISION TUNE PRECISION INFORMATION NETWORK	(Not Available)	74-677479
26.	PRECISION CAR WASH	(Not Available)	75-174308

EXHIBIT C

Trademarks Owned by Subsidiary

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
1.	MOTORMAN (Stylized)	1576738	73-794476
2.	PRECISION BUILDING SOLUTIONS, INCORPORATED	2275884	75-492895
3.	RAINMAKER	2420403	75-466227

ASSIGNMENT OF TRADEMARKS

(Precision Funding, L.L.C. to Precision Tune Auto Care, Inc.)

THIS ASSIGNMENT OF TRADEMARKS (the "Agreement") is made and entered into as of this 26th day of October, 2001, by and among PRECISION FUNDING, L.L.C., a Virginia limited liability company ("Lender"); PRECISION AUTO CARE, INC., a Virginia corporation ("Borrower"); PRECISION TUNE AUTO CARE, INC., a Virginia corporation ("Subsidiary"); and PRECISION FRANCHISING LLC, a Virginia limited liability company ("Assignee").

RECITALS

- A. The Borrower is the sole stockholder of WE JAC Corporation, a Delaware corporation, which owns all of the outstanding stock of the Subsidiary.
- B. On August 28, 1996, the Subsidiary amended its Articles of Incorporation to change its name from Precision Tune, Inc. to Precision Tune Auto Care, Inc.
- C. On November 12, 1997, Signet Bank, a Virginia banking corporation ("Signet"), the predecessor of First Union National Bank, NA ("First Union") made a loan to the Borrower (the "Loan").
- D. In connection with the Loan, the Borrower caused the Subsidiary and Signet to enter that certain Trademark Collateral Assignment, dated November 12, 1997 (the "Trademark Collateral Assignment"), a copy of which is attached as Exhibit A. Through the Trademark Collateral Assignment, the Subsidiary assigned outright to Signet all of its right, title, and interest in the marks described on Exhibit B, including the goodwill of the business symbolized by those marks and the goodwill associated therewith (collectively, the "Exhibit B Trademarks").
- E. On September 29, 2000, the Lender purchased the Loan from First Union. In connection with its purchase of the Loan, the Lender succeeded to all of First Union's right, title, and interest in the Trademarks.
- F. On August 15, 2001, the Subsidiary caused the Assignee's Articles of Organization to be filed with the Virginia State Corporation Commission. As of the date of this Agreement, the Subsidiary is the sole owner of the outstanding membership interests of the Assignee.
- G. The Subsidiary is the owner of record of the marks, and all of the goodwill of the business symbolized by those marks and the goodwill associated therewith, described on Exhibit C (collectively, the "Exhibit C Trademarks").
- H. For good and valid business reasons, the Lender desires to assign all of its right, title, and interest in the Exhibit B Trademarks and any recorded, unrecorded, or common law rights in the Exhibit C Trademarks to the Subsidiary. The Subsidiary desires to assign, by a separate assignment instrument of even date herewith, all of its right, title, and interest in the Exhibit B Trademarks and the Exhibit C Trademarks (collectively, the "Trademarks") to the Assignee. In connection with the foregoing assignments, the Subsidiary will pledge, by a separate membership interest pledge agreement of even date

herewith, all of its membership interest in the Assignee to the Lender as collateral security for the Loan.

NOW, THEREFORE, in consideration of the Lender's assignment of all of its right, title, and interest in the Trademarks to the Subsidiary, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

ARTICLE 1

ASSIGNMENT

- 1.1 Assignment by Lender. The Lender hereby grants, conveys, transfers, and assigns to the Subsidiary its entire right, title and interest in and to the Trademarks, registered or unregistered, together with the registration thereof in the U.S. Patent and Trademark Office (this "Assignment"). The Assignment includes all the goodwill of the business symbolized by the Trademarks and the goodwill associated therewith, including, without limitation, all trade names, logos, and the rights to all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all continuations, renewals and extensions thereof.
- 1.2 Acceptance by Subsidiary. The Subsidiary accepts this Assignment of the Trademarks and the registration thereof in the U.S. Patent and Trademark Office.
- 1.3 No Representations or Warranties by Lender. The Lender makes no representations, warranties or covenants in connection with this Assignment and relies solely on the information made available to it by the Borrower, the Subsidiary, the Assignee, First Union, the officers and agents of each of the foregoing, and its own investigation. Specifically, the Lender does not represent, warrant, or covenant that it has good title to any of the Trademarks at the time it assigned the Trademarks to the Subsidiary.
- 1.4 Collateral Assignment by the Subsidiary. The Lender makes this Assignment to the Subsidiary conditioned upon and subject to the Subsidiary's: (a) assignment of the Trademarks to the Assignee; and (b) pledge of its membership interest in the Assignee as collateral security for the Loan. The terms and conditions of the Subsidiary's pledge of its membership interest in the Assignee are described in that certain Membership Interest Pledge Agreement by and between the Borrower, the Subsidiary, and the Assignee of even date herewith.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES BY BORROWER, SUBSIDIARY, AND ASSIGNEE

The Borrower, the Subsidiary, and the Assignee represent and warrant unto the Lender and agree as follows:

- 2.1 Agreement is Authorized. The making and performance of this Agreement by the Borrower, the Subsidiary, and the Assignee has been duly authorized, and will not violate any provision of law or of their charters, bylaws or governing documents, or any indenture, agreement or understanding to which either the Borrower, or the Subsidiary or the Assignee is a party or by which the Borrower or the Assignee is bound.
- 2.2 Trademarks Validly Issued. To the best of the Borrower's, the Subsidiary's, and the Assignee's knowledge, the Trademarks have been validly issued.
- 2.3 Trademarks Free of Liens. Following this Assignment, the Subsidiary will be the absolute owner of the Trademarks free and clear of any adverse lien, security interest or encumbrance. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks is on file in any recording or filing office except such as may have been filed in favor of Signet relating to the Trademark Collateral Assignment.

ARTICLE 3

AFFIRMATIVE COVENANTS OF BORROWER, SUBSIDIARY, AND ASSIGNEE

The Borrower, the Subsidiary, and the Assignee agree as follows:

- 3.1 Duty to Prosecute Applications for Pending Trademarks. The Borrower, the Subsidiary, and the Assignee shall have the duty, through their counsel, to prosecute diligently any applications for the Trademarks pending as of the date of this Assignment and to preserve and maintain all rights of the Trademarks, including without limitations the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Borrower, the Subsidiary, or the Assignee.
- 3.2 Duty to Protect from Infringement. The Borrower, the Subsidiary, and the Assignee shall protect the Trademarks from infringement, unfair competition, dilution, or damage by all appropriate actions including the commencement of legal action to prevent infringement, unfair competition, dilution or damage, and to recover damages for the same, including the defense of any legal action making such claims.
- 3.3 Duty to Renew Registrations. The Borrower, the Subsidiary, and the Assignee shall take all actions necessary to properly maintain and renew all registrations of the Trademarks which are or may become subject to this Agreement for the full terms allowed by law, including but not limited to the appropriate and timely payment of any required fees and

the timely filing of any documents necessary to maintain and renew the registration of any part of the Trademarks.

ARTICLE 4

MISCELLANEOUS

- 4.1 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts or choice of law rules, in force on the date of this Agreement.
- 4.2 Notices and Requests. Any notice or request which shall or may be given by or to the Borrower, the Subsidiary, the Assignee, or the Lender under this Agreement shall be deemed to have been given when hand-delivered to the individual named below or posted in the regular first-class or certified mail of the United States, postage prepaid, and addressed to the individual designated below:

Borrower:	Louis M. Brown, Jr., President PRECISION AUTO CARE, INC. 748 Miller Drive, S.E. Leesburg, VA 20175 Telephone: (703) 777-9095 Facsimile: (703) 777-9190
Copy to:	Frederick F. Simmons, General Counsel PRECISION AUTO CARE, INC. 748 Miller Drive, S.E. Leesburg, VA 20175 Telephone: (703) 777-9095 Facsimile: (703) 777-9190
Subsidiary:	Louis M. Brown, Jr., President PRECISION TUNE AUTO CARE, INC. 748 Miller Drive, S.E. Leesburg, VA 20175 Telephone: (703) 777-9095 Facsimile: (703) 777-9190
Copy to:	Frederick F. Simmons, General Counsel PRECISION TUNE AUTO CARE, INC. 748 Miller Drive, S.E. Leesburg, VA 20175 Telephone: (703) 777-9095 Facsimile: (703) 777-9190

Assignee: Louis M. Brown, Jr., President
PRECISION FRANCHISING LLC
748 Miller Drive, S.E.
Leesburg, VA 20175
Telephone: (703) 777-9095
Facsimile: (703) 777-9190

Copy to: Frederick F. Simmons, General Counsel
PRECISION FRANCHISING LLC
748 Miller Drive, S.E.
Leesburg, VA 20175
Telephone: (703) 777-9095
Facsimile: (703) 777-9190

Lender: Peter C. Keefe, Manager
PRECISION FUNDING, L.L.C.
c/o Avenir Corporation
1725 K Street, N.W., Suite ~~1410~~ 401
Washington, DC 20006
Telephone: (202) 659-4427
Facsimile: (202) 659-4414

Copy to: Ross C. Reeves, Esquire
WILLCOX & SAVAGE, P.C.
1800 Bank of America Center
One Commercial Place
Norfolk, VA 23510
Telephone: (757) 628-5545
Facsimile: (757) 628-5566

4.3 Indemnity. The Borrower and the Subsidiary shall indemnify and save harmless the Lender from and against any liability or damage which it may incur arising from this Assignment.

4.4 Survival. The obligations of the Borrower, the Subsidiary, and the Assignee hereunder (the "Obligations") shall remain in full force and effect without regard to and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of the Subsidiary or the Assignee; (b) any exercise or non-exercise, or any waiver, by the Lender of any right under or in respect of the Obligations; or (c) any amendment to or modification of the Obligations or any security for any of the Obligations, whether or not the Borrower, the Subsidiary, or the Assignee shall have notice or knowledge of any of the foregoing.

4.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall in no way be affected or impaired thereby and shall continue in full force and effect.

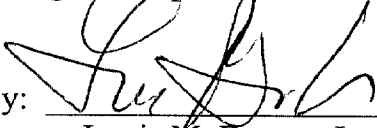
- 4.6 Time of Performance by Borrower, Subsidiary, and Assignee. Time shall be of the essence with regard to the performance by the Borrower, the Subsidiary, and the Assignee of each of its obligations, duties and liabilities to the Lender under this Agreement
- 4.7 Amendment and Waiver. No alteration, modification or amendment of this Agreement or waiver of any covenant, term or condition in this Agreement is or shall be valid, binding or enforceable unless in writing signed by a duly authorized officer of the party against whom enforcement is sought.
- 4.8 Fees and Expenses. If the Lender shall, at any time prior to or after the execution of this Agreement, employ counsel in connection with the transactions contemplated herein or any other legal action arising from the rights granted to the Lender herein, including bankruptcy or any administrative hearing or other proceedings, the Borrower, the Subsidiary, and the Assignee shall pay the Lender's actual legal fees, costs and expenses relating thereto. Liability therefor shall be joint and several among the Borrower, the Subsidiary, and the Assignee.
- 4.9 Successors and Assigns. All rights of Lender hereunder shall inure to the benefit of its successors and assigns and all obligations, liabilities and duties of the Borrower, the Subsidiary, and the Assignee shall bind their successors and assigns.
- 4.10 Power of Attorney. The Borrower, the Subsidiary and the Assignee hereby appoint the Lender and their attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is coupled with an interest and irrevocable. The Borrower, the Subsidiary, and the Assignee hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable and shall be deemed a power coupled with an interest which shall survive the bankruptcy or dissolution of the person granting the power.
- 4.11 Conflict of Agreements. In the event that there is a conflict between the provisions of this Agreement and the Loan Documents, the provisions of the Loan Documents shall govern and prevail as between the Lender and Borrower. In the event that there is a conflict between the provisions of this Agreement and any other document (other than the Loan Documents), regardless of its date, the provisions of this Agreement shall govern and prevail as between the Lender and the Borrower, the Subsidiary, and the Assignee.
- 4.12 Execution and Counterparts. This Agreement and any amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. In addition, this Agreement may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or counterpart signature page shall be deemed to be a signature to, and may be appended to, one document.

[Remainder of Page Intentionally Left Blank]

WITNESS, the Borrower, the Subsidiary, the Assignee and the Lender have executed this Assignment under seal as of the date and year first above written.


Borrower:

PRECISION AUTO CARE, INC.,
a Virginia corporation

By:  (SEAL)
Louis M. Brown, Jr., President

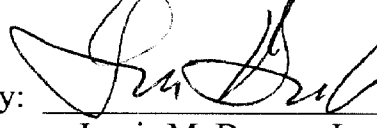
Subsidiary:

PRECISION TUNE AUTO CARE, INC.,
a Virginia corporation

By:  (SEAL)
Louis M. Brown, Jr., President

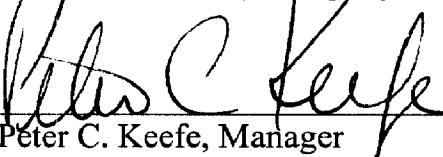
Assignee:

PRECISION FRANCHISING LLC,
a Virginia limited liability company

By:  (SEAL)
Louis M. Brown, Jr., President

Lender:

PRECISION FUNDING, L.L.C.,
a Virginia limited liability company

By:  (SEAL)
Peter C. Keefe, Manager

ASSIGNMENT OF TRADEMARKS AGREEMENT

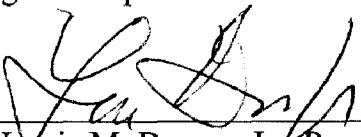
**PRECISION FUNDING, L.L.C.
PRECISION AUTO CARE, INC.
PRECISION TUNE AUTO CARE, INC.
PRECISION FRANCHISING LLC**

COUNTERPART SIGNATURE PAGE

Witness the signature of the undersigned to the Assignment of Trademarks Agreement by and between Precision Funding, L.L.C., Precision Auto Care, Inc., Precision Tune Auto Care, Inc, and Precision Franchising LLC, dated this 26th day of October, 2001.

PRECISION AUTO CARE, INC.
a Virginia corporation

Execution Date: October 26th, 2001

By:  (SEAL)
Louis M. Brown, Jr., President

ASSIGNMENT OF TRADEMARKS AGREEMENT

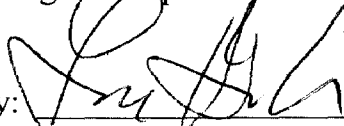
**PRECISION FUNDING, L.L.C.
PRECISION AUTO CARE, INC.
PRECISION TUNE AUTO CARE, INC.
PRECISION FRANCHISING LLC**

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PRECISION TUNE AUTO CARE, INC.
a Virginia corporation

Execution Date: October 26, 2001

By:  (SEAL)
Louis M. Brown, Jr., President

ASSIGNMENT OF TRADEMARKS AGREEMENT

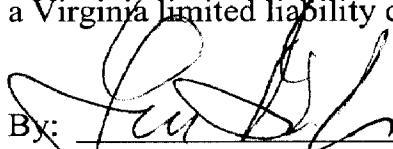
**PRECISION FUNDING, L.L.C.
PRECISION AUTO CARE, INC.
PRECISION TUNE AUTO CARE, INC.
PRECISION FRANCHISING LLC**

COUNTERPART SIGNATURE PAGE

Witness the signature of the undersigned to the Assignment of Trademarks Agreement by and between Precision Funding, L.L.C., Precision Auto Care, Inc., Precision Tune Auto Care, Inc, and Precision Franchising LLC, dated this _____ day of October, 2001.

PRECISION FRANCHISING LLC
a Virginia limited liability company

Execution Date: October 26, 2001

By:  (SEAL)
Louis M. Brown, Jr., President

ASSIGNMENT OF TRADEMARKS AGREEMENT

**PRECISION FUNDING, L.L.C.
PRECISION AUTO CARE, INC.
PRECISION TUNE AUTO CARE, INC.
PRECISION FRANCHISING LLC**

COUNTERPART SIGNATURE PAGE

Witness the signature of the undersigned to the Assignment of Trademarks Agreement by and between Precision Funding, L.L.C., Precision Auto Care, Inc., Precision Tune Auto Care, Inc, and Precision Franchising LLC, dated this _____ day of October, 2001.

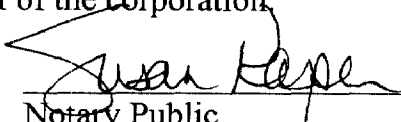
PRECISION FUNDING, L.L.C.
a Virginia limited liability company

Execution Date: October _____, 2001

By: _____ (SEAL)
Peter C. Keefe, Manager

COMMONWEALTH OF VIRGINIA
COUNTY of LEESBURG:

The foregoing instrument was acknowledged before me this 26 day of October, 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Auto Care, Inc., a Virginia corporation, on behalf of the corporation.



Notary Public

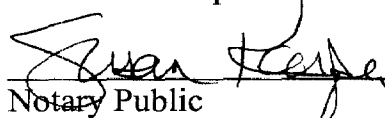
My Commission Expires:

~~Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003~~

Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003

COMMONWEALTH OF VIRGINIA
COUNTY of LEESBURG:

The foregoing instrument was acknowledged before me this 26 day of October, 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Tune Auto Care, Inc., a Virginia corporation, on behalf of the corporation.



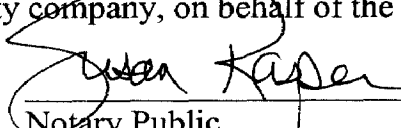
Notary Public

My Commission Expires:

Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003

COMMONWEALTH OF VIRGINIA
COUNTY of LEESBURG:

The foregoing instrument was acknowledged before me this 26 day of October, 2001, by Louis M. Brown, Jr., known to me individually and as the President of Precision Franchising LLC, a Virginia limited liability company, on behalf of the company.



Notary Public

My Commission Expires:

Susan Kasper
Notary Public
Commonwealth of Virginia
My Commission Expires Feb. 28, 2003

DISTRICT OF COLUMBIA
WASHINGTON:

The foregoing instrument was acknowledged before me this 26 day of October, 2001, by Peter C. Keefe, known to me individually and as the Manager of Precision Funding, L.L.C., a Virginia limited liability company, on behalf of the company.

Cheryl Foote
Notary Public

My Commission Expires:

~~My Commission Expires~~
March 31, 2002

TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT (the "Assignment") is made this 12th day of November, 1997, between PRECISION TUNE AUTO CARE, INC., a Virginia corporation, having a mailing address at 748 Miller Drive, S.E., Leesburg, Virginia 20175 (herein, the "Assignor"), and SIGNET BANK, a Virginia banking corporation, having a mailing address at Seven Saint Paul Street, 4th Floor, Baltimore, Maryland 21202 (herein, the "Bank").

WHEREAS, Assignor has executed and delivered to the Bank a certain Loan and Security Agreement, along with Precision Auto Care, Inc., a Virginia corporation, of which Assignor is a subsidiary, evidencing a joint and several indebtedness in the principal amount of Twenty Million Dollars (\$20,000,000) (the Loan and Security Agreement, as now or hereafter amended from time to time, is hereafter referred to as the "Loan Agreement"). In order to induce the Bank to make advances under the Loan Agreement, Assignor has agreed to assign to the Bank certain trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to the Bank its entire right, title and interest in and to the registered trademarks listed on Exhibit A hereto, and all goodwill of the business symbolized by such marks or associated therewith, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements (but without implying an obligation to do so), all rights corresponding thereto throughout the world and all continuations, renewals and extensions thereof (collectively, the "Trademarks").

2. Assignor covenants and warrants that:

(a) To the best of Assignor's knowledge, the Trademarks have been validly issued;

(b) To the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, and covenants; and

(c) Assignor has the unqualified right to enter into this Assignment and perform its terms.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Bank's prior written consent.

4. Unless and until there shall have occurred and be continuing a default under the Loan Agreement and/or a demand for the Obligations under the Loan Agreement (an "Event of Default"), the Bank hereby grants to Assignor the exclusive non-transferable right and license to use the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 4, without the prior written consent of the Bank; provided, however, that nothing herein contained shall in any way affect the Assignor's right to grant to franchisees the right to use Trademarks in their ordinary course of business.

5. If any Event of Default shall have occurred and be continuing, Assignor's license to use the Trademark as set forth in paragraph 4 shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Bank may immediately, and without advertisement, sell at public or private sale or otherwise realize upon, in Baltimore, Maryland, or elsewhere, the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

6. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks, or to grant or issue any exclusive or non-exclusive license to any third person, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or

dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

7. At such time as Assignor shall completely satisfy all of the Obligations, this Assignment shall terminate and the Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

9. Assignor shall have the duty, through its counsel, to prosecute diligently any applications for the Trademarks pending as of the date of this Assignment and to preserve and maintain all rights of the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an applications shall be borne by Assignor.

10. Assignor shall have the right, but not the duty, to bring suit in its own name, to enforce the Trademarks and any licenses thereunder, subject to the license granted under paragraph 4 hereof. The Bank shall reasonably cooperate with Assignor in enforcing such rights, and Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including reasonable legal fees, incurred by the Bank pursuant to this paragraph 10.

11. No course of dealing between Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. This Assignment is subject to modification only by a writing signed by the parties.

15. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

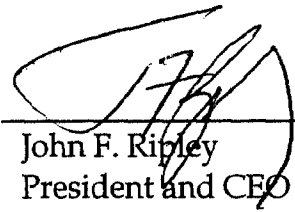
16. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Maryland, exclusive of its conflict of laws and rules.

WITNESS the execution hereof under seal as of the day and year first above written.

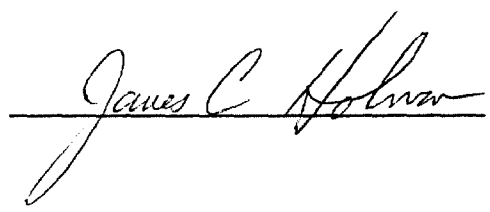
ATTEST:

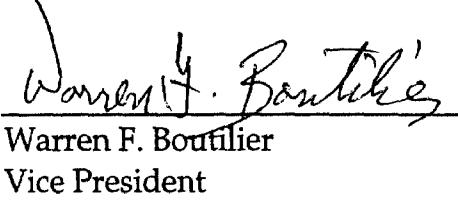
ASSIGNOR:
PRECISION TUNE AUTO CARE, INC.



By:  (SEAL)
John F. Ripley
President and CEO

BANK:
SIGNET BANK



By:  (SEAL)
Warren F. Boutilier
Vice President

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/COUNTY OF Harford to wit:

I HEREBY CERTIFY, that on this 12th day of November, 1997, before me, the undersigned Notary Public, personally appeared Warren F. Boutilier, who acknowledged himself to be the Vice President of Signet Bank, a Virginia banking corporation, known to me (or satisfactorily proven) to be the person who executed the foregoing Trademark Collateral Assignment and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained as the duly authorized Vice President of Signet Bank, by signing the name of Signet Bank by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna L. Lee
Notary Public

My Commission Expires: 9-1-01

STATE OF MARYLAND, CITY/COUNTY OF Harford to wit:

I HEREBY CERTIFY, that on this 12th day of November, 1997, before me, the undersigned Notary Public, personally appeared John F. Ripley, who acknowledged himself to be the President and CEO of Precision Tune Auto Care, Inc., a Virginia corporation, known to me (or satisfactorily proven) to be the person who executed the foregoing Trademark Collateral Assignment and acknowledged that he, being authorized so to do, executed the same for the purposes therein contained as the duly authorized President and CEO of Precision Tune Auto Care, Inc., by signing the name of Precision Tune Auto Care, Inc. by himself as President and CEO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robbi A. Cassman
Notary Public

My Commission Expires: 10/19/00

EXHIBIT A

Trademarks Assigned

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
1.	PRECISION TUNE	1259155	73-381505
2.	[DESIGN]	1272423	73-410996
3.	ACC-U-TUNE & BRAKE	1669748	74-145237
4.	PRECISION TUNE	1214325	73-178334
5.	PRECISION TUNE	1214326	73-179924
6.	PRECISION TUNE	1497068	73-535103
7.	PRECISION TUNE	1520139	73-709119
8.	PRECISION TUNE	1850888	74-240356
9.	PRECISION AUTO WASH	(pending)	75-191529
10.	PT EXPRESS LUBE	1561389	73-779672
11.	RUN WITH PRECISION RUN WITH THE BEST	1637123	74-010227
12.	U CAN'T GET BETTER CARE ANYWHERE AT ANY PRICE!	1714176	74-194727
13.	[DESIGN]	1961553	74-579626
14.	[DESIGN]	1961554	74-579627
15.	[DESIGN]	1961555	74-579628
16.	[DESIGN]	1961556	74-579629